COOPERATOR APPARATUS TYPING AND RATE GUIDLINES FOR WILDLAND FIRE SUPPRESSION ACTIVITIES

Introduction

The Division of Forestry has an important cooperative relationship with fire departments in the Areas. The Division has a need to mobilize resources to assist with structure protection within the Wildland Urban Interface. It is beneficial to the Division to use Cooperator resources as they provide engines, water tenders, and personnel that are equipped and trained to provide structure protection within their service area.

The Division of Forestry and the Cooperator establish a formal relationship by signing a Cooperative Fire Protection Agreement. Generally, the Area solicits the Cooperative Agreement with their local fire department. The agreement is signed by the fire department's Chief and sent from the Area, through the Region, to the Central Office for the State Forester's signature. Once activated, the Cooperative Agreement remains in effect until either party terminates the agreement.

The specific terms of the agreement are detailed in an Annual Operating Plan (AOP). The AOP is signed by the fire department's Chief and the Area Forester on an annual basis. A copy of the AOP should be included with the SFD hiring paperwork, particularly when apparatus is dispatched to incidents outside of the SFD's Primary Response Area. The AOP is used to define department personnel, contact numbers, list of apparatus, Primary Response Area, and other operational parameters. All personnel and apparatus hired by the state should be identified in the Cooperator's AOP.

The local Area serves as the liaison between the State and the Cooperator. If a Cooperator is dispatched to an incident outside of the Area the resource order will be submitted from the requesting Area to the State Logistics Center (SCL). SLC will contact the Area Dispatch Office and will send the resource order to the sending Area. The sending Area will inspect and hire the Cooperator resources during the mobilization process. The inspection should include verifying inventory of Cooperator provided supplies. All time records are kept by incident personnel when Cooperator resources are assigned to an incident. Cooperator personnel assigned to the apparatus are responsible for the safe and efficient operation of the equipment on an incident. Any claims for damages while assigned to the incident should be documented prior leaving the incident. The incident retains a copy of the paperwork for the assigned Cooperator resources, for the final fire package, but the original packet is returned to the Cooperator's home Area for completion and processing.

Structure Fire Department (SFD) apparatus rental rates are to be based on actual operating costs. These costs include routine maintenance; wear and tear (minor scratches, dents, etc.); insurance; filters and lubricants; and other pertinent overhead expenses. Rental rates will not exceed the rates listed. If the rate for the equipment type is not included within this chapter, but the equipment rate for similar equipment is included in the Procurement section for Emergency Equipment Rental Agreements (Chapter 6), than that rate will be used for the Cooperator equipment. The DOF will normally provide fuel, oil, and lubricants on project fires and when a Cooperator responds outside their Primary Response Area.

- Equipment operated on the first and last day of an assignment will be paid for actual hours on-shift at the hourly rate. On-shift time includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel that has a specific start and ending time.
- Equipment operated on-shift between the first and last day will be paid at the daily rate. Shift length will typically vary from ten to sixteen hours.
- If equipment is ordered and staffed with a relief crew and is operated a second shift then a second daily rate will be paid.
- Federal Excess Personal Property (FEPP) equipment provided by a Cooperator may be paid up to 66% of the normal rate as negotiated in the annual operating agreement.
- Personnel will be paid for all hours on-shift at the appropriate hourly rate of pay.
- The number of personnel listed on the rate charts is minimum staffing for the various apparatus.
- Additional personnel may be ordered by DOF and will be paid the appropriate hourly rate when ordered by DOF.

The rate structure will be reviewed and updated annually based on actual equipment operating costs. The maximum or not-to-exceed rates may be adjusted and circulated by the first of March annually.

All personnel responding to an interface-type fire shall be equipped with proper personal protective equipment as stipulated in the DOF Policy and Procedures Manual Section 2120. This includes a fire-retardant shirt and jeans or coveralls, helmet (non-metal), eye protection, heavy-duty leather gloves, 8" tall lace up leather boots, and a fire shelter for each person.

Effective radio communications are critical for safety and to coordinate multiple interagency fire equipment and personnel. It is recommended that as a minimum, each apparatus be equipped with a two-way radio capable of utilizing the Statewide mutual aid frequency; 154.29. This frequency is to be used for initial contact upon arriving on the scene of a multiple-agency response incident.

All Cooperator equipment used must be signed up using the latest version of the **State of Alaska - Department of Natural Resources -Division of Forestry Cooperator Rental of Fire Apparatus Terms of Hire, Typing and Rates**

Rental rates will not exceed the rates listed.

State of Alaska - Department of Natural Resources -Division of Forestry Cooperator Rental of Fire Apparatus Terms of Hire, Typing and Rates

The State of Alaska, Department of Natural Resources, Division of Forestry will be referred to as "Forestry" in this document. Volunteer and Structural Fire Departments (SFD) under Cooperative Agreement with Forestry will be referred to as "Cooperator" in this document.

- 1. Order For Service Upon acceptance of an order for service, either verbally or via Resource Order, a binding contract between the Cooperator and Forestry is created incorporating the terms of the Cooperative Fire Protection Agreement, the Annual Operating Plan, the SFD Fire Apparatus Rental Agreement (Form 10-2193b), and these SFD Rental of Fire Apparatus Conditions. The start of the rental period will be agreed upon at the time of the request for service. Each service call will be documented on Emergency Equipment Use Invoice, OF-286, or equivalent. The Cooperator agrees that service call documents may be signed by the Cooperator's operator/personnel as a duly authorized representative for the purpose of certification as to the number of hours or other units of pay earned. The Cooperator or its operator/personnel must sign the Emergency Equipment Use Invoice document at the time of release from work.
- 2. <u>Reporting for Service</u> The Cooperator is responsible for providing apparatus to Forestry in a good and safe operating condition and will be subject to pre-use inspection, either pre-season, at time of hire, or both. If, in the determination of Forestry, the apparatus is not in good, safe operating condition based upon the manufacturer's general safety specifications when it arrives for work, Forestry may reject it. If equipment is rejected, Forestry will not pay any costs, including transportation costs. The operator/personnel shall keep a copy of the SFD Fire Apparatus Rental Agreement with the Apparatus.
- 3. <u>Equipment Operator/Personnel</u> The Cooperator shall furnish the operator/personnel. At the discretion of the Cooperator and as agreed to by Forestry, the operator/personnel will be hired by Forestry as Emergency Firefighters (EFF). The operator/personnel, if hired by Forestry as EFF, will become Forestry employee(s), and are subject to the Conditions of Hire established in the latest version of the Alaska Emergency Firefighter Crew Management Guide. At least one operator/personnel must possess a valid driver's license with applicable endorsements. The Cooperator will ensure that the operator/personnel are qualified to operate the apparatus.

The operator/personnel shall be equipped with proper personal protective equipment as stipulated in the AK-DNR/DOF Fire & Aviation PPM 2120. This includes fire retardant clothing (shirt and pants or coveralls), leather gloves, helmet (non-metal), eye and hearing protection, heavy-duty 8" tall lace up leather boots, and fire shelter. In addition, operator/personnel shall be equipped with a canteen with water.

- 4. <u>Transportation of Apparatus</u> Subject to paragraph 2, apparatus shall be delivered, at Forestry's expense, from point of hire to the work site and returned to the point of hire.
- 5. <u>Performance and Direction of Work</u> The operator/personnel are responsible at all times for the safe and efficient operation of apparatus and may refuse to work in a situation exceeding operator/personnel ability or that of the apparatus. The operator/personnel receives work assignments from, and performs work under the general direction of, Forestry. In the event Forestry terminates an operator for cause, replacement operator/personnel will be requested from the Cooperator.
- 6. <u>Termination of Order for Service</u> There is no guaranteed length of hire under any order for service. Forestry may terminate an order for service when it is determined by Forestry that the apparatus is no longer needed. When the order for service is terminated, Forestry shall be liable only for payments in accordance with payment provisions of this contract for services rendered prior to the effective date and time of termination.

In the event the Cooperator requires return of apparatus, the Cooperator shall notify Forestry, and the equipment shall be released within 8 hours.

- 7. <u>Custody</u> When the operator/personnel remain employees of the Cooperator, the apparatus remains in operator/personnel custody and control. When the operator/personnel are hired as EFF, the apparatus remains in Forestry custody and control during the period of use. During such time, Forestry, as custodian, will exercise ordinary prudence and diligence in the use and care of the apparatus.
- 8. <u>Licenses and Permits</u> The Cooperator is responsible for obtaining at their own expense, carrying a copy of, and showing proof at the time of hire, all necessary licenses and permits required by state and federal law/regulation, for both the apparatus and operator/personnel.
- 9. <u>Servicing and Repairs</u> The Cooperator is responsible for the cost of all servicing, except when Forestry assumes responsibility for partial or total servicing on an incident. The term servicing shall include providing and maintaining the apparatus with fuel, oil, lubricants, filters, and other operating supplies to maintain the apparatus in a safe operating condition. It is the responsibility of the operator/personnel to determine that the fuel used is the proper fuel for the apparatus.

Apparatus furnished by the Cooperator must have enough time remaining on its scheduled maintenance program to accomplish the anticipated length of hire.

- 10. <u>Tools, Spares, and Accessories</u> The operator/personnel are responsible at all times for tools, spares, and accessories belonging to the Cooperator, and shall secure them in the apparatus if possible. Items that cannot be so secured may be placed in a Forestry-designated storage area, if available.
- 11. <u>Required Equipment</u> The Cooperator agrees to furnish apparatus, except command vehicles, with the following equipment:
 - a. All apparatus listed on the Cooperators SFD Fire Apparatus Rental Agreement will be accompanied by a complete vehicle inventory in hard copy format.
 - b. All fire apparatus resource ordered as part of an Engine Task Force/Strike Team are required to carry structural firefighting equipment necessary to conform with Cooperator Standard Operating Procedures and are required to carry the following minimal equipment upon leaving the incident. These items will be supplied by Forestry upon request of the Cooperator and shall be returned to the same Forestry Area Office upon completion of the assignment.

4 ea. 100' length of 1 ½" hose (Forestry)	1 ea. Fire Shelter per seat
1 ea. 400' 1 ½" Progressive hose lay bag	1 ea. EFF bag per Firefighter
5 ea. 1 ½" nozzle to fit 1 ½" hose	1 ea. King Radio w/Clam Shell & Batteries
5 ea. 100' length of 1" hose (Forestry)	5 ea. 1" nozzles to fit 1" hose
2 ea. Shovel	3 ea. Pulaski ea.
4 ea. 1 ½" NH x 1 ½ NH double female	2 ea. Back pack pump (FEDCO) (full)
4 ea. 1 ½" NH x 1 ½ NH double male	1 ea. Back pack pump (FEDCO) (empty)
6 ea. 1 ½" NH x 1" NPSH (female-male) reducer	2 ea. Cases MRE's
1 ea. 1" NPSH x 1 ½" NH (female-male) increaser	2 ea. Cubitainer Water
6 ea. 1 ½" NH x 1 ½" NH x 1 ½" NH Gated Wye	2 ea. Pack of fusees (10 ea./pk) OR
2 ea. Hose clamp for 1" and 1 ½" hose	1 ea. Drip torch w/5 gallons drip torch fuel
1 ea. Portable Tank, 1500 gallons or larger (Water Te	enders only, all types)

12. <u>Apparatus Loss, Damage, or Destruction</u> - Equipment furnished under a contractual agreement with the Division of Forestry may be subject to extreme environmental and/or strenuous operating conditions which could include, but are not limited to, unimproved roads, steep, rocky, brushy, hilly terrain, dust, heat, and smoky conditions. As a result, what is considered normal wear and tear under any agreement with the State of Alaska for fire suppression or other all risk incident actions is in excess of what equipment is subjected to under normal highway operations. The rates paid for the equipment reflects expected wear and tear due to adverse conditions under which the equipment is likely to be operated.

If the Cooperator wishes to file a claim, a State of Alaska Property Loss/Damage Report documenting lost, stolen, or damaged equipment not arising from the above conditions must be completed and submitted to the State. Incomplete or unsupported claims will be returned to the Cooperator for further information and/or documentation.

In the event damage or destruction occurs as a result of negligence on the part of the State, the State's liability is limited to the lesser of the actual repair costs or market value. The State of Alaska is not responsible for the costs of loss or physical damage to cooperator's equipment due to negligence on the part of cooperator's personnel, for indirect damages such as loss of use or lost profits, or for wear and tear.

- 13. <u>Accessories for Apparatus</u> All apparatus must have the following: seat belts for all occupants, three portable emergency reflectors, one 5-lb. functional ABC-type fire extinguisher, and any additional accessories as specified in the Annual Operating Plan.
- 14. <u>Meals and Bedding</u> If a Forestry-subsisted incident camp is established, meals and bedding for operator/personnel will be furnished without additional charge. Such meals and bedding will be commensurate with that provided to Forestry employees.
- 15. <u>Timekeeping</u> Apparatus time will be recorded by a Forestry agent on an Emergency Equipment Shift Ticket, Optional Form 297, or equivalent. Time will be recorded to the nearest quarter hour for hourly rates, and will document Start and Stop Times, Down Time, etc.
- 16. <u>Payments, Down Time, and Shifts</u> Payment will be at rates specified on the SFD Fire Apparatus Rental Agreement, Form 10-2193b, and will not exceed the rates contained in Item 11, 12 or 12a of this document. Apparatus is inoperable when the apparatus itself is inoperable, or when the operator/personnel is unavailable. A shift shall consist of a period of actual work, ordered standby, or compensable travel time that has a specific start and ending time.
 - A. 1) On the first and last shift of hire or assignment, the Cooperator shall be paid at the hourly rate specified in column 11, for every continuous hour on-shift, provided the apparatus is operable and available. The hourly accumulated rate shall not exceed the daily rate specified in column 12.

 2) If the apparatus is inoperable or unavailable during an on-shift period, this will be considered.
 - 2) If the apparatus is inoperable or unavailable during an on-shift period, this will be considered downtime, and payment will not accrue.
 - B. 1) For shifts under hire or assignment between the first and last, the Cooperator shall be paid at the daily rate specified in column 12 or 12a provided that the apparatus is operable and available the entire shift.
 - 2) For apparatus not operable for the full shift, the deduction is calculated by converting the length of

shift to determine the hourly rate and paying the Cooperator for the total hours worked before the equipment became nonoperational (not to exceed the daily rate).

- C. In those cases where Forestry is the direct cause of the apparatus down time. Forestry will negotiate a reasonable settlement with the Cooperator.
- 17. <u>Rates, Personnel, and Rate Guidelines</u> Apparatus rental rates are to be based on actual operating costs. These costs include routine maintenance; normal wear and tear (minor scratches, chips in windshield, etc.); insurance; and other pertinent overhead expenses. Rental rates will not exceed the rates listed below (Tables 1 and 2), unless actual operating costs are documented and submitted to Forestry. Federal Excess Personal Property (FEPP) apparatus provided by a Cooperator may be paid up to 66% of the normal rate. If apparatus is ordered and staffed with a relief crew, then a double-crewed daily rate will be paid for the apparatus.

Operator/personnel will be paid for all hours they are on-shift at the appropriate hourly rate of pay. Note: operator/personnel may be on a shorter or longer shift than the apparatus to which they are assigned. The number of operator/personnel listed on the rate charts is standard staffing. Any changes to standard staffing will be agreed to in the Annual Operating Agreement. No additional personnel will be paid by Forestry unless Resource Ordered.

<u>Command Vehicles</u>: When ordered by Forestry, command vehicle rates will be applicable when an individual in any of the following positions uses the vehicle:

• Incident Commander

- Operations Section Chief
- Structural Protection Specialist

Branch Director

- Division/Group Supervisor
- Strike Team/Task Force Leader

- Water Handling Specialist
- •

•

Command Vehicles must meet the following criteria and come equipped with the following equipment:

- Four Wheel Drive
- First Aid Kit
- Emergency Lighting

- Seating for 3 Persons
- Fire Extinguisher
- Field Programmable Radio

18. <u>Insurance</u> - In the case of the Cooperator's operator/personnel being hired by the State as an EFF, the State covers Worker's Compensation and potential liability based on apparatus operations in response to and operation on a wildland fire.

In the case of the Cooperator's operator/personnel remaining an employee(s) of the Cooperator, the Cooperator must carry and maintain motor vehicle liability insurance as required by AS 28.22.01, and Worker's Compensation coverage as required by AS 23.30.045.

Table 1- Engine Types, Rates and Minimum Requirements

Tuble I Engine I	pes, reaces and min	mum recomments		
Rates & Structure		Wildland Engines		
Components	Engines			

(excluding	1	2	3	4	5	6	7
personnel costs)							
Hourly Rate	\$175	\$165	\$110	\$95	\$78	\$66	\$53
Daily Rate	\$2,450	\$2,310	\$1,540	\$1,330	\$1,092	\$924	\$742
Double-Crewed	\$3,850	\$3,630	\$2,420	\$2,090	\$1,716	\$1,452	\$1,166
Daily Rate							
Tank minimum	300	300	500	750	400	150	50
Capacity							
Pump flow	1000	500	150	50	50	50	10
minimum (GPM)							
Rated Pressure (psi)	150	150	250	100	100	100	100
Hose (feet) 2½ inch	1200	1000	-	-	-	-	-
Hose (feet) 1½ inch	400	500	500	300	300	300	-
Hose (feet) 1 inch	1	-	500	300	300	300	200
Ladders	48'	48'	-	-	-	-	-
Master Stream	500	-	-	-	-	-	-
(GPM)							
Personnel	2	2	2	2	2	2	2
(minimum)							

Table 2- Water Tender Types, Rates and Minimum Requirements

Rates &	Water Tender Types				
Components (excluding personnel costs)	1	2	3	COMMAND VEHICLE RATE (excluding personnel costs)	
Hourly Rate	\$120	\$100	\$80		Cosisy
Daily Rate	\$1,680	\$1,400	\$1,120		
Double-Crewed	\$2,640	\$2,200	\$1,760		
Daily Rate					
Tank Capacity	4000	2500	1000		
(gallons)					
Pump minimum	300	200	200	Rates	Command
flow (GPM)*					
Off Load Capacity	300+	200+	200+	Hourly Rate	\$50
(GPM)				Daily Rate	\$700
Max. Refill Time	30	20	15	Double	\$1,100
(minutes)				Crewed Daily	
				Rate	
Personnel	1	1	1	Personnel	1
(minimum)					

^{*}portable pump acceptable

Note: For equipment not listed in the tables above, rates listed in Chapter 6 on the Alaska Incident Business Management will be used.

Common Additional Needs. Request as needed.

- Wildland Engines Four Wheel Drive Required (Wildland Engines without all-wheel drive will be compensated at a rate one step below actual typing)
- Compressed air foam system (CAFS) with minimum 40 cfm compressor
- Additional personnel

In the case of the Cooperator's operator/personnel remaining an employee(s) of the Cooperator, the Cooperator must carry and maintain motor vehicle liability insurance as required by AS 28.22.01, and Worker's Compensation coverage as required by AS 23.30.045.

I certify that I have read and agree to the conditions of hire contained on this form.

This document supercedes all prior versions of this agreement. and replaced with this document.	Earlier versions must be deleted/destroyed		
Cooperator's/Authorized Agent's Signature	Date		
Printed Name	Title		

STRUCTURE FIRE DEPT.	1. AREA OFF		2. AGREEMENT NUMBER			
(SFD)	(Name and A	ddress)	(This Number Must Appear			
(322)			on All Papers To This Agreement).			
FIRE			Agree	ement).		
APPARATUS						
RENTAL						
AGREEMENT	3. POINT OF	HIRE	4. EFFECTIVE DATES			
5. COOPERATOR'S TELEPHONE NO.			a. b. ENDING			
a. DAY b. NIGHT	6. COOPERAT	○ D	BEGINNING			
a. DAI D. NIGHI	(Name and A					
	(Ivallic alla 11	ddicss,				
			7. PREPARED	ВҮ		
8. SSN/FEDERAL TAX I.D.						
NO.						
9. ITEM DESCRIPTION	10. # OF	11. HOURLY	12. DAILY	12a.		
(include type, make,	PERSONNEL	RATE*	RATE**	DOUBLE-		
model, year, serial number, and accessories)				CREWED DAILY		
indiabet, and decessories,				RATE**		
a.						
le le						
b.						
С.						
d.						
e.						
13. SPECIAL PROVISIONS						
* Hourly Rate paid for fir						
** Daily Rate paid for all	l but first a	and last shift	hired			
Cooperator certifies that the of Fire Apparatus Terms of H.				perator Rental		
14. COOPERATOR'S SIGNATURE			STRY OFFICER'S	S 17.		
	DATE	SI	GNATURE	DATE		
18. PRINTED NAME AND TITLE	Ξ	19. PRINTED N	NAME AND TITL	Ξ		